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This proposed marketing agreement has been drafted by the Georgia Pure Milk League, Pure Milk Association, Milk Producers Co-operative Association and the Atlanta Milk Dealers Association for the Atlanta Area; and Georgia-Carolina Wholesale Producers Association, Georgia-Carolina Milk Producers Association, Augusta Dairies, Georgia-Carolina Dairies for the Augusta Area; and Better Milk Co-operative League, The Savannah Milk Distributors Association for the Savannah Area; Bibb County Co-operative Dairy Association, The Dixie Dairies and the Sunshine Creamery for the Macon Area; and (Muskogee Branch) - The Georgia Pure Milk League, The Foremost Dairies Inc., and Wells Dairy Company for the Columbus Area; and this proposed marketing agreement has been submitted by these groups, respectively, to the Milk Industry in the Atlanta, Augusta, Savannah, Macon and Columbus Areas as a basis for a marketing agreement to be presented to the Secretary of Agriculture with an application for a hearing.

AGREEMENT

As used in this agreement, the following words and phrases shall be defined as follows:

- a. "Contracting Producers" means and includes the Milk Producers Cooperative Association, Georgia-Carolina Wholesale Producers Association, and such other producers and associations of producers of "fluid milk" sold or consumed, respectively, in the Atlanta, Augusta, Savannah, Macon and Columbus Areas as may become parties signatory to this agreement according to the terms thereof.
- b. "Contracting Distributors" means and includes the Pure Milk Association, Georgia Pure Milk League, members of the Atlanta Milk Dealers Association for the Atlanta Area; Georgia-Carolina Retail Milk Producers Association, Augusta Dairies, Georgia-Carolina Dairies for the Augusta Area; Better Milk Co-operative League, Savannah Milk Distributors Association for the Savannah Area; Bibb County Co-operative Dairy Association, Dixie Dairies, Sunshine Creamery for the Macon Area; (Muskogee Branch) Georgia Pure Milk League, Foremost Dairies Inc., Wells Dairy Company for the Columbus Area; and such distributors and/or processors of "fluid milk", respectively, in the Atlanta, Augusta, Savannah, Macon and Columbus Areas as may become parties signatory to this agreement according to the terms thereof.

- c. "Fluid Milk" means and includes fluid milk and fluid cream, and such fluid derivatives thereof as are sold by "contracting distributors", respectively, in the Atlanta, Augusta, Savannah, Macon and Columbus Areas.
- d. "Area" means and includes the territory within the city limits, and the territory lying within 15 miles distant, air line, from the nearest point marking corporate limits of the cities, respectively, of Atlanta, Augusta, Savannah, Macon and Columbus.
- e. "Secretary" means the Secretary of Agriculture of the United States.
- f. "Act" means the Act of Congress entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation, of joint-stock land banks, and for other purposes," approved May 12, 1933.

WHEREAS, pursuant to the "Act", the parties hereto, for the purpose of correcting the conditions now obtaining in the marketing of "fluid milk", respectively, in the Atlanta, Augusta, Savannah, Macon and Columbus Areas, desire to enter into a marketing agreement under the provisions of Section 8 (2) of the "Act", and

WHEREAS, Georgia Pure Milk League, Pure Milk Association, Milk Producers Co-operative Association, market more than 65 percent of the "fluid milk" distributed and consumed in the "Atlanta Area" and represent that they have corporate power and authority to enter into this agreement, and

WHEREAS, Georgia Pure Milk League, Pure Milk Association and members of the Atlanta Milk Dealers Association distribute more than 75 percent of the "fluid milk" distributed in the "Atlanta Area", and

WHEREAS, Georgia-Carolina Wholesale Producers Association and Georgia-Carolina Retail Milk Producers Association market more than 80 percent of the "fluid milk" distributed and consumed in the "Augusta Area"; and Better Milk Co-operative League markets more than 85 percent of the "fluid milk" distributed and consumed in the "Savannah Area"; and Bibb County Co-operative Dairy Association markets more than 90 percent of the "fluid milk" distributed and consumed in the "Macon Area"; and (Muskogee Branch) Georgia Pure Milk League markets more than 90 percent of the "fluid milk" distributed and consumed in the "Columbus Area", and respectively represent that they have corporate power and authority to enter into this agreement, and

WHEREAS, the Georgia-Carolina Wholesale Producers Association, Georgia-Carolina Retail Milk Producers Association, Augusta Dairies, Georgia-Carolina Dairies distribute more than 90 percent of the "fluid milk" distributed in "Augusta Area"; and Better Milk Co-operative League, Savannah Milk Distributors Association distribute more than 90 percent of the "fluid milk" distributed in the "Savannah Area"; and Bibb County Co-operative Dairy Association, Dixie Dairies, Sunshine Creamery distribute more than 90 percent of the "fluid milk" distributed in the "Macon Area"; and (Muskogee Branch) Georgia Pure Milk League, Foremost Dairies, Inc., and Wells Dairy Company distribute more than 90 percent of the "fluid milk" distributed in the "Columbus Area", and

NOW THEREFORE in consideration of the premises the parties hereto agree as follows:

1. The prices at which "fluid milk" shall be sold by the "contracting producers" and purchased by the "contracting distributors" for distribution or consumption, respectively, in the Atlanta, Augusta, Savannah, Macon and Columbus Areas shall be those set forth in Exhibit "A" which is attached hereto and made a part hereof. The prices set forth in Exhibit "A" may be changed by agreement between the "contracting producers" and the "contracting distributors" provided, however, that such price changes shall become effective only upon the written approval of the Secretary.

2. The marketing plan governing the marketing of milk which is attached hereto, made a part hereof, and marked Exhibit "B", shall be binding upon the "contracting producers" as to all matters therein required on their part to be performed and upon the "contracting distributors" as to all matters therein required on their part to be performed. Such marketing plan may be modified by agreement between the "contracting producers" and the "contracting distributors" provided, however, that such modified marketing plan shall become effective only upon the written approval of the Secretary.

3. The wholesale and retail prices at which "fluid milk" shall be distributed by the "contracting Distributors" respectively in the Atlanta, Augusta, Savannah, Macon and Columbus Areas shall be those defined and set forth

in Exhibit "C" which is attached hereto and made a part hereof. The prices set forth in Exhibit "C" may be changed by agreement between the "contracting producers" and the "contracting distributors", provided, however, that such price changes shall become effective only upon the written approval of the Secretary.

4. Contracting distributors who are members of the Atlanta Milk Dealers Association for the Atlanta Area; Augusta Dairies, Georgia-Carolina Dairies for the Augusta Area; Savannah Milk Distributors Association for the Savannah Area; Dixie Dairies and Sunshine Creamery for the Macon Area; Foremost Dairies Inc. and Wells Dairy Company for the Columbus Area severally agree to contribute at time of making settlement with producers, 2 cents per hundred pounds for all milk purchased, 1 cent of which is to be deducted from the price paid by above mentioned contracting distributors to producers selling to them, but such deduction shall for the purposes of Exhibits "A" and "B" hereto be considered a part of the price paid to such producers; and all other contracting distributors severally agree to contribute at the end of each month after the date of this agreement 1 cent per hundred pounds sold during such month into a fund to be handled by the Georgia Dairy Council, this fund to be used for educational work intended to encourage a greater consumption of milk and other dairy products in Georgia.

5. All producers of "fluid milk" whose farms have been inspected by any municipal, county or state jurisdiction and the marketing of whose milk is not prohibited by the health laws and ordinances applicable to marketing of milk shall, as

heretofore, be permitted, as far as marketing conditions may allow, to become members of any organization or association of producers within their respective producing area as shown by Exhibit "D" hereto attached and made a part of this agreement on an equal basis with existing members similarly circumstanced.

6. The "contracting producers" and the "contracting distributors" shall, as and to the extent required by the Secretary, severally maintain systems of accounting which shall be subject to his examination during the usual hours of business and they shall severally from time to time furnish to the Secretary on and in accordance with forms to be supplied by the Department of Agriculture such information as the Secretary may request.

7. The standards governing the production, receiving, transportation, processing, bottling and distribution of "fluid milk" sold or distributed in the Atlanta, Augusta, Savannah, Macon and Columbus Areas shall be those established by the health ordinances of the respective cities.

The "contracting distributors" and "contracting producers" further severally agree that they will not give any rebate to any customer, directly or indirectly, nor lend any money, furnish any ice box, ice refrigeration, or other equipment whatsoever, nor paint any signs free of charge; or in any way make any inducements to secure trade that will differ from the prices, quality and service established by this agreement, provided however that insofar as any party hereto has heretofore furnished any equipment to a customer and

retained the ownership of such equipment, all such equipment shall upon a change of said customer's account be bought by the party obtaining said account or returned to the owner of such equipment.

The "contracting distributors" shall charge all customers a three (3) cent deposit on each bottle delivered and to allow a credit of three (3) cents on each bottle returned. This charge to apply to wholesale trade only.

The "contracting distributors" and "contracting producers" further severally agree that in the event they employ an employee or former employee of a competitor they will not, within sixty days from the date of said employee's last employment by said competitor, use such employee in any territory worked by him during the time in which he was employed by said competitor and will not within said sixty day period sell such employee any milk to be distributed or which might be distributed by or through him in territory formerly worked by him as aforesaid.

8. This agreement shall become effective at such time as the Secretary may determine and shall continue in force until the last day of the month following the aforesaid effective date and thereafter from month to month, except that:

(a) The Secretary may (and shall upon the request of either 75 percent of the "contracting producers" or 75 percent of the "contracting distributors", such percentages to be measured by volume of "fluid milk" marketed or distributed, respectively) by notice in writing deposited in the registered

mail, and addressed to the Georgia Pure Milk League, Pure Milk Association, Milk Producers Co-operative Association, the Atlanta Milk Dealers Association, Georgia-Carolina Producers Association, Georgia-Carolina Retail Milk Producers Association, Better Milk Co-operative League, Bibb County Co-operative Dairy Association, (Muskogee Branch) Georgia Pure Milk League, Augusta Dairies, Georgia-Carolina Dairies, Savannah Milk Distributors Association, Dixie Dairies, Sunshine Creamery, Foremost Dairies Inc. and Wells Dairy Company at the respective addresses now on file with the Secretary, on or before the 20th day of any month terminate said contract as of the end of such month.

(b) The Secretary may for good cause shown as of the end of any month terminate this agreement as to any party or parties signatory hereto by notice in writing deposited on or before the 20th of such month in the registered mails and addressed to such party or parties at the address or addresses of such party or parties on file with the Secretary.

(c) This agreement shall in any event terminate whenever Title 1 of the Act shall cease to be in effect or whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.

9. The benefits, privileges and immunities conferred by virtue of this agreement shall cease to exist upon the termination of this agreement and the benefits, privileges and immunities conferred by virtue of this agreement upon any party or parties signatory hereto shall cease to exist upon the termination of this agreement as to such party or parties.

IN WITNESS WHEREOF, ETC.

PRODUCTION PRICES

Prices paid to producers shall be determined with reference to the "Rules for Control of Basic Production" (set forth in Exhibit "B" to this agreement) which set up quantities of milk known as "bases" and define the classes of milk referred to herein. The price of Class 1 milk, f.o.b. Atlanta, Augusta, Savannah, Macon and Columbus, shall be \$2.05 per cwt., for milk of 4% butter fat content subject to a differential of 4¢ per 1/10 of 1 percent of butter fat content below or above 4%. The price of Class 2 milk, f.o.b. Atlanta, Augusta, Savannah, Macon and Columbus, shall be \$1.40 per cwt. for milk of 4% butter fat content adjusted by the aforesaid butterfat content differential. The price of Class 3 milk per cwt. f.o.b. Atlanta, Augusta, Savannah, Macon and Columbus, shall be: the butterfat content of milk times the price in the Chicago market of 92 score creamery butter sold at wholesale as reported by the U. S. Department of Agriculture plus 20¢.

The "contracting distributors", subject, however, to sanitary requirements referred to in paragraphs numbered 5 and 7 of this agreement, severally agree to purchase all of the milk delivered by the "contracting producers". Payments to contracting producers for milk delivered by contracting producers to contracting distributors during the first half of any month shall be made not later than the 10th of the following month, and similarly, payments for milk delivered during the last half of any month shall be made not later than

the 25th of the following month.

"Contracting producers" except producer-distributors (a producer-distributor as the term is used in this Exhibit and in Exhibit "B" means a producer who distributes only the milk produced on a farm or farms operated by him) agree that they will not distribute milk at retail while selling to "contracting distributors". "Contracting distributors" agree that they will not purchase any milk from producer-distributors at prices in excess of those established for Class 3 milk.

Exhibit "B"

RULES FOR CONTROL OF BASIC PRODUCTION

Class 1 milk shall be all sweet milk which is sold in bottles or bulk, retail or wholesale, for consumption of milk. Class 2 milk shall be milk used for the separation of cream for sale in bottles or bulk, retail or wholesale, for consumption as cream. Class 3 milk shall be all milk in excess of that classified as Class 1 and Class 2. Every contracting distributor shall report to the Secretary or to his duly appointed agent on the 3rd of each month the total quantity of milk received by him from the 15th to the end of the preceding month and on the 18th of each month the total quantity of milk received by him from the 1st to the 15th of said month.

Until December 1, 1933, the prices to be received by "contracting producers" from "contracting distributors" for milk sold by such "contracting producers" to such "contracting distributors" shall be determined as follows:

Upon receipt of the semi-monthly reports of the "contracting distributors" referred to above, the Secretary or his duly appointed agent shall determine what proportion of the total amount of "fluid milk" distributed in the Atlanta, Augusta, Savannah, Macon and Columbus Areas by the "contracting distributors" other than producer-distributors during the period covered by such reports was sold as Class 1 milk, as Class 2 milk, and as Class 3 milk, respectively. These proportions will then be applied to the total milk sold by each "contracting producer" to each "contracting distributor" during such period and payment will be made the "contracting producers" by the "contracting distributors" to whom such milk has so been sold in accordance with such proportions.

After December 1, 1933, each "contracting producer" shall be given a base and a sub-base equal, respectively, depending upon the average quantity of milk marketed by such "contracting producer" during October and November, 1933, as Class 1 milk and as Class 2 milk determined as above stated. The bases and sub-bases so determined shall thereafter be subject to change only in the event of an increase or decrease in the total sales by distributors of Class 1 or of Class 2 milk in the Atlanta, Augusta, Savannah, Macon and Columbus Areas, in which event such increase or decrease shall be allocated among the "Contracting producers" in proportion to their bases and sub-bases existing at the time of such increase or decrease.

A new producer in the area shall receive a base and a

sub-base for a period of 6 months equal to the lowest base and sub-base of any producer in the area. Thereafter his base and sub-base shall be equal to those of "contracting producers" similarly circumstanced.

In the following paragraphs the words "base" and "bases" shall include also sub-base and sub-bases, respectively.

1. Producers who are tenants renting farms may retain their respective "bases".

2. Producers who rent farms for cash, which farms have no "base", will be entitled only to their own respective "bases". Producers who rent on shares will be entitled to the entire "base" of farms so rented if the landowners own the entire herds on such farms. Where cattle are owned jointly the "base" will be divided accordingly to the ownership of the cattle.

3. The established "bases" of any landlord and his tenant or tenants may be combined.

4. A "base" may be transferred with an entire herd where sale and transfer is made to one party at one transaction, provided such herd shall be maintained for six (6) months consecutively thereafter on the first farm on which such herd shall be established after such transaction.

5. "Bases" may be retained by producers only when milk is produced on farms that lie within the territory regularly supplying the market for "fluid milk" for consumption purposes in the Atlanta, Augusta, Savannah, Macon and Columbus areas.

6. Where a herd is dispersed for any reason without a transfer of its "base", the herd must be replaced within forty-

five (45) days if such "base" is to be retained by the producer.

7. Producers may combine all "bases" to which they may be entitled hereunder.

8. Any producer who shall voluntarily remain off the market for a period of more than forty-five (45) days shall upon resuming production be treated for the purposes hereof as a new producer.

9. Producers whose average daily production for any three (3) consecutive months is less than seventy per cent (70%) of their "base" will thereby establish a new "base" equal to such average daily production.

10. Any contract now existing between any "contracting distributor" - "producer-distributor" and any party purchasing for resale or for consumption, such existing contract shall be held null and void as of the date of making this agreement effective by the Secretary of Agriculture of the United States.

EXHIBIT "C"

The term "Wholesale" as used in this exhibit shall mean sales by distributors to any grocer or grocery, hotel, cafe, lunchstand, drug store, school, hospital, or merchant buying milk to resell or any boarding house or fraternity house, purchasing, respectively, at a volume of not less than 4 quarts a day.

WHOLESALE PRICE SCHEDULE MINIMUM
(Sales by distributors for resale)

MILK - BULK, for consumption as milk:

32¢ per gallon in full 8-gallon or 10-gallon cans

34¢ per gallon in split cans

MILK - BOTTLED:

Quarts - 9 1/2¢
Pints - 5 1/4¢
1/3 Quarts - 4 3/4¢
1.2 Pints - 3 3/4¢

CERTIFIED MILK:

Quarts - 15¢
Pints - 8¢
1/2 Pints - 5¢

BUTTERMILK:

CULTURED MILK

Quarts - 6¢
Pints - 4¢

CHURNED BUTTERMILK

Quarts - 7¢
Pints - 5¢

CHOCOLATE MILK:

Quarts - 9 1/2¢
Pints - 5 1/4¢
1/3 Quarts - 4 3/4¢

CREAM - BULK: for consumption as cream for each percent butterfat content.

7¢ a point - 8 gallons or over
8¢ a point - less than 8 gallons

CREAM BOTTLED:

Cream with a 20% butterfat content - 40¢ per qt.
Cream with a 20% butterfat content - 30¢ per pt.
Cream with a 20% butterfat content - 12¢ half pt.

Cream with a 30% butterfat content - 55¢ per qt.
Cream with a 30% butterfat content - 27 1/2¢ per pt.
Cream with a 30% butterfat content - 17¢ per 1/2 pt.

RETAIL PRICE SCHEDULE MINIMUM

MILK:

Retail to homes

Quarts - 12¢
Pints - 7¢

Retail from Stores

Quarts - 11¢
Pints - 6¢

SPECIAL MILK: (Such as milk labelled "Vitamin D" or the like)

Quarts - 14¢
Pints - 8¢

BUTTERMILK:

Cultured Milk

Retail to homes: Quarts - 8¢
Pints - 5¢

Churned Buttermilk

Retail to homes: Quarts 9¢
Pints 6¢

Retail from stores: Quarts - 7¢ Retail from stores - Quarts 8¢

CREAM:

Cream with a 20% Butterfat content:

Retail from stores: Quarts 55¢
1/2 Pt. 15¢

Cream with a 30% Butterfat content:

Retail from stores: Quarts 75¢
1/2 Pts. 20¢

Retail to homes: Quarts 60¢
1/2 Pts. 16¢

Retail to homes: Quarts 80¢
1/2 Pts. 22¢

COTTAGE CHEESE:

8 oz. jar - 15¢
16 oz. jar - 25¢

SOUR CREAM:

Retail to homes: Quarts - 60¢
1/2 Pints- 16¢

Retail from stores: Quarts - 55¢
1/2 Pints - 15¢

EXHIBIT "D"

PRODUCTION AREAS:

(a) All producers of "fluid milk" whose farms are located in the counties listed below shall be recognized as being a part of the "Atlanta Producing Area":-

Bartow	Henry
Butts	Jasper
Carroll	Lamar
Cherokee	Meriwether
Clayton	Monroe
Cobb	Morgan
Coweta	Newton
Crawford	Paulding
Dekalb	Pike
Douglas	Polk
Fayette	Putnam
Floyd	Rockdale
Fulton	Spalding
Greene	Talbot
Gwinnett	Taylor
Heralson	Troup
Harris	Walton
Heard	Wilkes

(b) All producers of "fluid milk" whose farms are located in the counties listed below shall be recognized as being a part of the "Augusta Producing Area":-

Richmond	Glascock
Columbia	Jefferson
Lincoln	Burke
Taliaferro	Jenkins
Warren	Sc生生
McDuffie	Aiken County, South Carolina
	Edgefield County, South Carolina

(c) All producers of "fluid milk" whose farms are located in the counties listed below shall be recognized as being a part of the "Savannah Producing Area":-

Chatham	Liberty
Effingham	Long
Bullock	McIntosh
Emanuel	Wayne

Chandler	Glynn
Tatnall	Brantley
Evans	Camden
Bryan	Duval County, Florida

(d) All producers of "fluid milk" whose farms are located in the counties listed below shall be recognized as being a part of the "Macon Producing Area":-

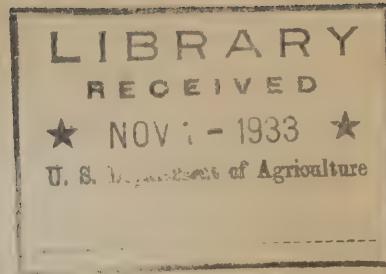
Bibb	Telfair
Jones	Dodge
Baldwin	Bleckley
Wilkinson	Twiggs
Washington	Pulaski
Johnson	Houston
Laurens	Daaly
Treutlen	Macon
Wheeler	Peach

(e) All producers of "fluid milk" whose farms are located in the counties listed below shall be recognized as being a part of the "Columbus Producing Area":-

Muscogee	Webster
Chattahoochee	Stewart
Marian	Quitman
Schley	Randolph
Sumter	Terrell
	Lee County, Alabama
	Russell County, Alabama.

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UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

MARKETING AGREEMENT FOR MILK - GEORGIA MILK SHED
AS TENTATIVELY APPROVED
BY THE
SECRETARY OF AGRICULTURE
SEPTEMBER 13, 1933

UPON WHICH A HEARING WILL BE HELD IN THE HALL OF THE HOUSE
OF REPRESENTATIVES, ATLANTA, GEORGIA, ON OCTOBER 19, 1933,

AT 10:30 a.m. E.S.T.

MARKETING AGREEMENT FOR MILK - GEORGIA MILK SHED

I

As used in this Agreement, the following words and phrases shall be defined as follows:

- A. "Fluid Milk" means milk and fluid cream, and such fluid derivatives thereof as are sold by contracting distributors in the Georgia Sales Area.
- B. "Contracting Producers" means the Georgia Milk Producers Confederation, Milk Producers Cooperative Association, Georgia-Carolina Wholesale Milk Producers Association, Bibb Cooperative Dairy Association, (corporations organized and existing under the State of Georgia) and such producers and associations of producers of milk sold for consumption as fluid milk in the Georgia Sales Area, as may become parties signatory to this Agreement according to the terms hereof.
- C. "Contracting Distributors" means
 - 1. The Atlanta Milk Dealers Association, Dixie Dairies, Sunshine Creamery, Foremost Dairies, Inc., Augusta Dairies, Inc., Georgia-Carolina Dairies (corporations organized and existing under the State of Georgia) and such other persons who distribute fluid milk as may become parties signatory to this Agreement according to the terms hereof, and
 - 2. Georgia-Carolina Retail Milk Producers Association, the Pure Milk Association, the Georgia Pure Milk League, Georgia Pure Milk League (Muscogee Branch), Well Dairy, Aiken Retail Milk Producers Association (corporations organized and existing under the State of Georgia) and such other persons who are producer-distributors, and distribute fluid milk as may become parties signatory to this Agreement according to the terms hereof.
- D. "Georgia Milk Shed" means the territories as set forth in Exhibit A.
- E. "Production Areas" means the respective production areas as set forth in Exhibit A.
- F. "Georgia Sales Area" means the cities and territories as set forth in Exhibit B.
- G. "Sales Areas" means the respective sales areas as set forth in Exhibit B.
- H. "Secretary" means the Secretary of Agriculture of the United States.
- I. "Act" means the Agricultural Adjustment Act, approved May 12, 1933 as amended.
- J. "Person" means individual, partnership, corporation association or any other business unit.

K. "Dairy Council" means the respective non-profit associations in the sales areas organized by the contracting producers and contracting distributors for the purpose of securing advertising, educational and other and similar benefits.

II.

The parties to this Agreement are the Contracting Producers, Contracting Distributors and the Secretary.

WHEREAS, pursuant to the Act the parties hereto, for the purpose of correcting the conditions now obtaining in the marketing of fluid milk in the Georgia Sales Area, desire to enter into a marketing agreement under the provisions of Section 8 (2) of the Act, and

WHEREAS, the Contracting Producers, produce approximately 80% of the milk which is distributed as fluid milk and consumed in the Georgia sales area, and represent that they have corporate power and authority to enter into this agreement; and

WHEREAS, the Contracting Distributors distribute more than 75 percent of the fluid milk distributed for consumption as fluid milk in the Georgia Sales Area, and represent that they have corporate power and authority to enter into this Agreement; and

WHEREAS, the marketing of fluid milk produced for distribution in the Georgia Sales Area and distribution thereof are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled.

III

NOW, THEREFORE, the parties hereto agree as follows:

1. The schedule governing the prices at which, and the terms and conditions under which, milk shall be sold by the contracting producers and purchased by the contracting distributors for distribution as fluid milk, shall be that set forth in Exhibit "C", which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the contracting producers and the contracting distributors, provided that such changes shall become effective only upon the written approval of the Secretary. Payments to Dairy Council by producers not members of any cooperative association, and payments to the co-operative associations by the members thereof made pursuant to paragraph 6 hereof, shall both respectively be deemed a part of the price paid to producers.

2. The plan governing the marketing of milk shall be that set forth in Exhibit "D", which is attached hereto and made a part hereof. Such plan may be modified by agreement between the contracting producers and the contracting distributors, provided that such modified plan shall become effective only upon the written approval of the Secretary.

3. The Contracting Distributors in the respective sales areas agree that they will purchase all the milk (provided it meets all the health requirements

provided for in this Agreement) tendered by all producers within the respective production areas who have established bases.

4. The Contracting Producers agree that they will not distribute milk or milk products in the Georgia Sales Area (except to ice cream manufacturers) as long as the Contracting Distributors purchase all the milk tendered (except as provided in paragraph 3) by the Contracting Producers.

5. The schedule governing prices at which, and the terms and conditions under which, fluid milk shall be distributed and sold by the contracting distributors shall be that set forth in Exhibit "E" which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the contracting producers and the contracting distributors, provided that any such changes shall become effective only upon the written approval of the Secretary.

6.(a) Each contracting producer and each contracting distributor agrees to contribute and pay over to the Dairy Council, on or before the 10th day of each month, one cent for each 100 pounds of fluid milk sold by each contracting producer during the preceding month, and one cent for each 100 pounds of fluid milk purchased by each contracting distributor during the preceding month, respectively. The contracting producers hereby authorize the contracting distributors, on their behalf, to pay over to the Dairy Council, the amounts herein provided to be paid to the Dairy Council by each contracting producer.

(b) Each contracting producer-distributor agrees to contribute and pay over to the Dairy Council on or before the 10th day of each month, one cent for each 100 pounds of fluid milk distributed during the preceding month by such contracting producer-distributor.

(c) No contracting distributor shall purchase milk of any non-contracting producer unless such producer authorizes the purchasing contracting distributor to pay over to the Dairy Council, on behalf of such producer, on or before the 10th day of each month, one cent (1¢) for each hundred pounds fluid milk purchased during the preceding month.

(d) No contracting distributor shall purchase milk of any producer who is not a member of any association of producers unless such producer authorizes the purchasing contracting-distributor to pay over to the Dairy Council, on behalf of such producer, on or before the 10th day of each month, an amount equal to the average dues which the members of the association of producers in the area where such milk is marketed pay their respective associations of producers, provided that such amount shall not exceed one cent per gallon of milk purchased during the preceding month.

(e) The sums paid over to Dairy Council pursuant to sub-divisions (a), (b) and (c) shall be kept as a separate fund and disbursed by the Dairy Council for its general purposes hereinbefore provided. The sums paid over to Dairy Council pursuant to sub-division (d) above, shall be disbursed for the purpose of securing to non-member producers benefits similar to those which are secured by the members of the associations of producers.

(f) The contracting producers and the contracting distributors undertake that the Dairy Council shall disburse all funds for the purposes hereinbefore

provided and that the Dairy Council shall keep separate books and records in a form satisfactory to the Secretary pertaining to such funds, which books and records shall be subject to examination of the Secretary, during the usual hours of business, and that the Dairy Council shall from time to time furnish to the Secretary such information as the Secretary may require.

7. All producers of milk not now members of any association of producers shall be permitted to become members of associations of producers, which may become parties hereto, on an equal basis with the existing members similarly circumstanced.

8. The contracting producers and the contracting distributors shall severally maintain systems of accounting which shall accurately reflect the true account and condition of their respective businesses. Their respective books and records shall, during usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this Agreement, including verification by the Secretary of information furnished on the forms hereinafter referred to. The contracting producers and the contracting distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him. All information obtained by or furnished to the Secretary pursuant to this paragraph shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of Congress, or any committee thereof, or by any court. The Secretary, however, may combine and publish the information obtained from the contracting producers and/or the contracting distributors in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violation of the confidences or trust imposed hereby.

9. The standards governing the production, receiving transportation, processing, bottling and distribution of Fluid Milk shall be those required by the laws and regulations of the states and the ordinances, rules and regulations of municipalities where it is produced and where it is sold.

10. The Schedule of Fair Practices, set forth in Exhibit F which is attached hereto and made a part hereof, shall be the Schedule of Fair Practices for contracting distributors in the Georgia Sales Area. Exhibit F may be changed by agreement between the contracting distributors, provided that any change shall become effective only upon the written approval of the Secretary.

11. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force until terminated in one of the following ways:

- (a) The Secretary may at any time terminate this Agreement by giving as notice by means of a press release or in any other manner which the Secretary may determine.
- (b) The Secretary may, for good cause shown, at any time terminate this Agreement as to any party signatory hereto, by giving notice in writing by registered mail and addressed to such party at the address of such party on file with the Secretary.

- (c) The Secretary shall terminate this Agreement upon the request of 75 per cent of the contracting producers or 75 per cent of the contracting distributors, such percentage to be measured by the volume of milk marketed or distributed respectively, by giving notice in the same manner as provided in subdivision (a) above.
- (d) This Agreement shall in any event terminate whenever the President or Congress shall terminate the provisions of the Act which authorize this Agreement.

12. The benefits, privileges, and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges and immunities conferred by virtue of this Agreement upon any party signatory hereto, shall cease upon its termination as to such party, except with respect to acts done prior thereto.

13. The contracting producers and contracting distributors shall use their best efforts to assure the observance of the terms and conditions of this Agreement by such producers and distributors, subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency or agencies as are necessary to (a) receive complaints as to violations by any contracting producer or contracting distributor of the terms or conditions of this Agreement, (b) adjust disputes arising under this Agreement between contracting producers and/or contracting distributors, (c) make findings of fact which may be published, (d) issue warnings to such persons, and (e) take such lawful measures as may be appropriate; and such agency or agencies if it or they deem it necessary, shall report its or their findings and action with respect thereto to the Secretary for appropriate proceedings under this Act.

14. This Agreement may be executed in multiple counterparts which, when signed by the Secretary, shall constitute, taken together, one and the same instrument as if all such signatures were contained in one original.

15. After this Agreement first takes effect any producer or association of producers of milk for consumption as fluid milk, or any distributor of fluid milk, may become a party of this Agreement if a counterpart thereof is executed by him and by the Secretary. The Agreement shall take effect as to such producer or distributor at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such producer or distributor.

16. The contracting distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Agricultural Adjustment Administration, Series 1, prescribed by the Secretary and approved by the President, and subject to terms and conditions not inconsistent with the purpose and effect of this Agreement, and not otherwise.

17. Nothing herein contained shall be construed in derogation of the rights of the Secretary to exercise any powers granted him by the Act, and in accordance with such powers, to act in the premises whenever he shall deem it advisable.

18. The Secretary may name any person to act in connection with any provisions contained herein to be performed by the Secretary.

IV.

IN WITNESS WHEREOF the contracting producers and the contracting distributors acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

By _____

Whereas, it is provided by Section 8 of the Act as follows:

"Sec. 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power --

"(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling, in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the anti-trust laws of the United States, and any such agreement shall be deemed to be lawful: PROVIDED, that no such agreement shall remain in force after the termination of this Act".

WHEREAS, due notice and opportunity for hearing to interested parties has been given pursuant to provisions of the Act, and the regulations issued thereunder, and

WHEREAS, it appears, after due consideration, that this is a marketing agreement between the Secretary and persons engaged in the marketing of milk produced in the Georgia Milk Shed for distribution as fluid milk in the Georgia Sales Area in the current of interstate and foreign commerce; and

WHEREAS, it appears after due consideration, that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement will

(a) establish and maintain such balance between the production in the Georgia Milk Shed and consumption of such milk and its products in the Georgia Sales Area, and such marketing conditions therefore as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2, of the Act; and

(b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as possible in view of the current consumptive demand in domestic and foreign markets; and

(c) protect the consumer's interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumer's retail cost for such agricultural commodity or products derived therefrom which was returned to the farmer above the percentage which was returned to the farmer in the prewar period August 1909 - July 1914, and

WHEREAS, I herewith give notice that

(1) The terms and conditions of this Agreement are agreed to as reasonable only in the light of conditions now prevailing in the Georgia Milk Shed and are not to be regarded as a precedent for marketing agreements for the Georgia Milk Shed; and

(2) The Secretary reserves the privilege of approving a blanket marketing agreement, pursuant to Section 8 (2) of the Act, for all milk sheds, which blanket marketing agreement may make specific modifications of any particular designated milk shed to conform to the conditions then prevailing in such specific milk shed.

Now therefore, I, HENRY A. WALLACE, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Agreement under my hand and official seal of the Department of Agriculture in the City of Washington, District of Columbia, on this _____ day of _____, 1933, and, pursuant to the provisions hereof, I declare this Agreement to be effective on and after 12:01 A.M., Eastern Standard Time, _____ 1933.

EXHIBIT AGEORGIA MILK SHED PRODUCTION AREA

All producers whose farms are located in the counties listed below shall be considered part of the Georgia Milk Shed within their respective production areas:

(1) ATLANTA PRODUCTION AREA:

Brooks	Fayette	Lamar	Rockdale
Butts	Fulton	Meriwether	Spalding
Clayton	Greene	Monroe	Talbot
Cobb	Gwinnett	Morgan	Taylor
Coweta	Harris	Newton	Troup
Crawford	Henry	Pike	Upson
DeKalb	Jasper	Putnam	Walton
Douglas			Wilkes

(2) AUGUSTA PRODUCTION AREA:

Richmond	McDuffie	Columbia	Aiken) S. C. Edgfield)
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(3) COLUMBUS PRODUCTION AREA:

Muscogee	Stewart	Randolph	Lee County, Ala.
Chattahoochee	Webster	Terrell	Russell Co., Ala.
Marion	Sunter	Schley	Quitman

(4) MACON PRODUCTION AREA:

Jones	Baldwin	Washington	Pulaski
Treutlen	Bibb	Johnston	Dooly
Wheeler	Twiggs	Peach	Laurens
Telfair	Buckley	Dodge	Houston
Wilkinson			Macon

(5) AIKEN, S.C. PRODUCTION AREA:

Aiken	Edgefield
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(6) All other producers whose farms are located within the State of Georgia and who deliver milk to any of the sales areas.

EXHIBIT B

GEORGIA SALES AREA

The Georgia Sales Area shall include the following sales areas, together with the territories lying within 15 miles distant, air line, from the nearest points marking the corporate limits of the respective cities.

- (1) Atlanta, Georgia
- (2) Augusta, Georgia
- (3) Columbus, Georgia
- (4) Griffin, Georgia
- (5) Macon, Georgia
- (6) Aiken, South Carolina

EXHIBIT C

PRICES TO BE PAID PRODUCERS

As used in this exhibit, the words "producers" and "distributors" mean Contracting Producers and Contracting Distributors, respectively, as defined in the Agreement, and "producer-distributors" means producers who distribute only milk produced on a farm or farms operated by them.

Prices to be paid to producers for milk delivered shall be determined with reference to classifications and with reference to the rules for the control of basic productions as set forth in Exhibit B.

1. Distributors shall account to producers for milk delivered as follows:

(A) Class 1 Milk

- (a) The price of Class 1 milk, F.O.B. Atlanta, Columbus, Griffin, or Macon, Ga., shall be \$2.50 per cwt., for milk of 4% butterfat content.

- (b) The price of Class 1 milk, F.O.B. Augusta, Georgia, or Aiken, South Carolina, shall be \$2.62 per cwt. for milk of 4% butterfat content.
- (c) Class 1 milk shall be subject to a differential of 4 cents per one tenth of 1% of butterfat content below or above 4%.

(B) Class 2 Milk

- (a) The price of Class 2 milk, F.O.B. Atlanta, Columbus, Griffin, or Macon, Ga., shall be \$1.50 per cwt., for milk of 4% butterfat content.
- (b) The price of Class 2 milk, F.O.B. Augusta, Georgia, or Aiken, South Carolina, shall be \$1.86 per cwt. for milk of 4% butterfat content.
- (c) Class 2 milk shall be subject to a differential of 4 cents per one tenth of 1% butterfat content below or above 4%.

(C) Class 3 Milk

- (a) The price per cwt. for Class 3 milk F.O.B. point of initial receipt from the producer shall be determined in accordance with the following formula: For the accounting period during which Class 3 milk is received, take the average of the daily quotations issued by the U. S. D. A., Bureau of Agricultural Economics for 92 score butter at wholesale at Chicago (which is the butterfat value per pound of butterfat), then multiply the butterfat value per pound of butterfat thus obtained by the average butterfat content of milk delivered during such accounting period, and add 20 cents.

EXHIBIT D

RULES FOR CONTROL OF BASIC PRODUCTION

As used in this exhibit and in the Agreement, the terms "Class 1 milk", "Class 2 milk" and "Class 3 milk" shall be defined as follows:

Class 1 Milk - All fluid whole milk, bottled and bulk, sold by contracting distributors, at wholesale or retail, for human consumption as fluid milk.

Class 2 Milk - All fluid milk required for separation to produce all the fluid sweet cream, bottled and bulk, sold by contracting distributors as cream, at wholesale or retail, for human consumption as cream.

Class 3 Milk - All milk delivered to contracting distributors in excess of the total amount of Class 1 and Class 2 milk.

As used in this exhibit, "base period" shall mean the period from January 1, 1933 to August 31, 1933.

As used in this exhibit, "new producers" shall mean all producers in any production area who commence to make deliveries in any sales area after September 1, 1933.

A. Base Rating Plan for Individual Producers.

1. General Bases: The base for each producer who delivered milk to the Georgia Sales Area during the base period, or any part thereof, and who was delivering milk on September 1, 1933, shall be determined by applying to his average daily deliveries of milk during the base period (or such part thereof during which he may have delivered milk) the percentage which the average daily total sales of Class 1 and Class 2 milk within the sales area during the base period is of the average daily total deliveries of milk to distributors and/or associations of producers by all producers within the production area during the base period.

2. The bases so determined shall go into effect on December 1, 1933, and shall continue in effect for the calendar year 1934. The contracting producers and the contracting distributors shall, by agreement, provide for a method for establishing bases thereafter, subject to the approval of the Secretary.

3. All new producers shall be given a base equal to 45 per cent of their average daily deliveries of milk during the first 90 days of such deliveries.

4. The establishment of bases pursuant to this article shall be made by the Dairy Council.

5. Any producer who commences to sell milk within the Georgia Sales Area after the effective date of this Agreement, will be allowed to establish a base, as in this article provided, and to sell milk in accordance with such established base, only if such producer first obtains a certificate of necessity from the Dairy Council entitling him to a base and to sell milk pursuant to same, by making due written application to the Dairy Council upon form furnished by the Dairy Council. In the event that any such producer is denied a certificate of necessity after having made such written application to the Dairy Council, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary. In the event that a certificate of necessity is issued to such producer, he shall be considered a new producer as defined in this exhibit and his base shall be established as provided in this exhibit.

6. No contracting distributor shall purchase milk from any producer who has not had a base established pursuant to this Agreement.

B. METHOD OF PAYMENT TO PRODUCERS.

1. Payments to producers for milk delivered to distributors during the first half of any month shall be made not later than the 25th day of such month, and payments for milk delivered to distributors during the last half of any month shall be made not later than the 10th of the following month.

2. The Class 1 milk for which each producer shall be paid shall be arrived at by applying to his base the proportion which the total sales of Class 1 milk bear to the total of the bases of the producers within the production area.

3. The Class 2 milk for which each producer shall be paid shall be that arrived at by applying to his base the proportion which the total sales of Class 2 milk bear to the total of the bases of the producers within the production area.

4. The Class 3 milk for which each producer shall be paid shall be that amount of his deliveries in excess of the Class 1 and Class 2 quantities for which he is paid.

5. The computations provided to be made in paragraphs 2, 3 and 4 shall be made by the Dairy Council.

6. The Dairy Council shall communicate the result of such computations to the contracting distributors in sufficient time for such distributors to make payment as provided in paragraph 1 of this article, and the contracting distributors shall make payment to the contracting producers in accordance with the amounts communicated to them by the Dairy Council.

7. In the event that the aforesaid payments by any contracting distributor shall be less than the total payments due by such contracting distributor for Class 1, Class 2 and Class 3 milk handled by him, the Dairy Council shall compute the difference and shall notify the contracting distributor of the amount of such difference at the same time as the contracting distributor is notified of the aforesaid payments. The contracting distributor shall forthwith pay the amount of such difference into an adjustment fund under the control of the Dairy Council.

8. In the event that the aforesaid payments by any contracting distributor shall be greater than the total payments due by such contracting distributor for Class 1, Class 2 and Class 3 milk handled by him, the Dairy Council shall compute the excess and shall notify the contracting distributor of the amount of such excess at the same time as the contracting distributor is notified of the aforesaid payment. The Dairy Council shall, as soon as reasonably practicable, distribute among such contracting distributors the payments received by the Dairy Council under (b) hereof, pro rata in accordance with the amount of such excesses.

9. The respective books and records of the contracting producers and the contracting distributors shall, during usual hours of business, be subject to the examination of the Dairy Council (or its duly authorized representative) to the extent necessary to permit the Dairy Council to obtain the information required by it for the proper performance of its duties hereunder. All information obtained by or furnished to the Dairy Council pursuant to the provisions of this Agreement shall remain the confidential information of the Dairy Council, except as provided in this exhibit, and shall not be disclosed by it except to the Secretary upon request, and except that the Dairy Council may combine and publish from time to time the information obtained from producers and/or distributors in the form of statistical studies or data, and shall upon request furnish to each any producer or distributor a copy of the information obtained from the books of the requesting party.

C. Association Bases:

The base of any contracting association of producers for each accounting period shall be the sum of the deliveries of Class 1 milk and Class 2 milk by the individual producers who during such accounting period are marketing their milk through such association.

D. Payments to Contracting Producers for Milk Delivered During the Period from September 1, 1933, to November 30, 1933.

1. Each contracting distributor, on or before the 5th and 20th days of each month, shall furnish to the Dairy Council a record of the total amount of milk purchased by him during the preceding accounting period and, in addition, shall furnish to the Dairy Council vouchers to indicate the respective amounts of such total sold as Class 1, Class 2 and Class 3 milk, respectively.

2. The Dairy Council shall determine what proportions of the total amount of the fluid milk distributed by the contracting distributors (other than by contracting producer-distributors) during each accounting period were sold as Class 1 milk, Class 2 milk and Class 3 milk, respectively. Each producer shall be paid at the respective Class 1, Class 2 and Class 3 prices after such proportions shall have been applied to his total deliveries during the accounting period.

EXHIBIT E

SCHEDULE FOR CONTRACTING DISTRIBUTORS' SALES.

Sales of the following articles in the Georgia Sales Area made by contracting distributors shall be at the prices hereinafter in this exhibit set forth. Sales of the following articles in containers shall be made only in containers of the sizes specified, and where a butterfat content is specified, only at the specified percentage.

I. WHOLESALE PRICE SCHEDULE

MILK - BULK

36¢ per gallon in full 8-gallon or 10-gallon cans
38¢ per gallon in split cans.

MILK - BOTTLED

Quarts	10 $\frac{1}{2}$ ¢
Pints	6¢
1/3 Quarts	5 $\frac{1}{4}$ ¢
1/2 Pints	4¢

CERTIFIED MILK

Quarts	18¢
Pints	10¢
1/2 Pints	8¢

BUTTERMILK

CULTURED MILK

Quarts	7¢
Pints	4¢
1/2 Pints	3¢

CHURNED BUTTERMILK

Quarts	7¢
Pints	4¢
1/2 Pints	3¢

CHOCOLATE MILK

Quarts	10 $\frac{1}{2}$ ¢
Pints	6¢
1/2 Pints	4¢
1/3 Quarts	5 $\frac{1}{4}$ ¢

CREAM - BULK

6¢ per point butterfat per gallon, for sales of at least 8 gallons.
7¢ per point butterfat per gallon, for sales of less than 8 gallons.

SWEET CREAM - BOTTLED

CREAM WITH A 20% BUTTERFAT CONTENT

Quarts	35¢
Pints	19¢
1/2 Pints	10¢

CREAM WITH A 30% BUTTERFAT CONTENT

Quarts	55¢
Pints	29¢
1/2 Pints	15¢

II. RETAIL PRICE SCHEDULE

SWEET AND CHOCOLATE MILK

	<u>Minimum</u>	<u>Maximum</u>
Quarts	12¢	13¢
Pints	7¢	8¢
1/2 Pints	5¢	5¢

Special brands of milk sold during the period since June 21, 1933, at prices higher than those above set forth may be sold at such higher prices.

All of the following prices are minimum prices:

BUTTERMILK

CULTURED MILK

(a) Delivered

Quarts	9¢
Pints	6¢

CHURNED BUTTERMILK

(a) Delivered

Quarts	9¢
Pints	6¢

(b) Cash & Carry from stores

Quarts	8¢
Pints	5¢

(b) Cash & Carry from stores

Quarts	78¢
Pints	5¢

SWEET CREAM - BOTTLED

CREAM WITH A 20% BUTTERFAT CONTENT

(a) Delivered

Quarts	45¢
Pints	24¢
1/2 Pints	13¢

CREAM WITH A 30% BUTTERFAT CONTENT

(a) Delivered

Quarts	60¢
Pints	33¢
1/2 Pints	17¢

(b) Cash & Carry from stores

Quarts	45¢
Pints	24¢
1/2 Pints	13¢

(b) Cash & Carry from stores

Quarts	60¢
Pints	33¢
1/2 Pints	17¢

COTTAGE CHEESE

8-oz. container - 15¢
16-oz. container - 25¢

SOUR CREAM

(a) Delivered

Quarts	50¢
Pints	25¢
1/2 Pints	15¢

(b) Cash & Carry from stores

Quarts	45¢
Pints	23¢
1/2 Pints	14¢

III. MISCELLANEOUS PROVISIONS

1. It shall not be deemed a violation of this Agreement to add to the selling price of any of the above article or articles any sales and/or occupational taxes imposed by the laws of any state, if permitted by such laws; provided that any such addition shall be uniform with all contracting distributors.

2. The term "wholesale", as used in this exhibit, means sales by distributors to any grocery, hotel, cafe, lunchstand, drug store, school, hospital, prison, or to merchants for resale, or to boarding or fraternity houses purchasing not less than 4 quarts of milk a day.

3. The contracting distributors shall charge all wholesale customers a deposit of 3¢ on each bottle delivered and allow a credit of 3¢ on each bottle returned.

4. The contracting distributors may sell to any public unemployment relief agency at less than the foregoing prices.

EXHIBIT F

RULES OF FAIR PRACTICES

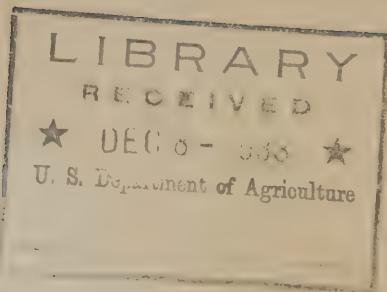
The following practices are considered unfair and shall not be engaged in by contracting distributors or by their officers, employees, or agents:

1. Any method or device whereby Fluid Milk is sold or offered for sale at a price less than stated in the Agreement, whether by any discount, rebate, free service, merchandise, advertising allowance, loans or credit outside the usual course of business, or other valuable considerations, or combined price for such milk, together with another commodity sold or offered for sale (whether separately or otherwise), or whereby a subsidy is given for either business or information or assistance in procuring business.
2. To place a salesman on a route which, within 60 days previously, he had covered in whole or in part for any other Contracting Distributor.

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D 14 Mar

Georgia



MARKETING AGREEMENT FOR MILK

GEORGIA MILK SHED

MARKETING AGREEMENT FOR MILK -

GEORGIA MILK SHED

ARTICLE I

Purposes:

The parties to this agreement are the contracting distributors and the contracting producers and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended -

(1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the prewar period August 1909-July 1914, and in the case of tobacco, the base period being the postwar period, August 1919- July 1929.

(2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets.

(3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the prewar period, August 1909 - July 1914.

And

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this agreement and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Agricultural Adjustment Act, the parties hereto for the purpose of correcting the conditions now obtained in the production of milk in the Georgia production area for distribution of fluid milk in the sales area and the distribution thereof, and to effectuate the declared policy of said act, desire to enter into a marketing

agreement under the provisions of section 8 (2) of the Act; and

WHEREAS, the marketing of milk in the Georgia production area for distribution as fluid milk in the Georgia sales area and the distribution of said fluid milk are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled; Now, therefore,

The parties hereto agree as follows:

ARTICLE II

Definitions:

As used in this Agreement,

A. The term "Secretary" means the Secretary of Agriculture of the United States.

B. The term "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.

C. The term "Person" means individual, partnership, corporation, association or any other business unit.

D. The term "Fluid Milk" means milk and fluid cream, and such fluid derivatives thereof as are sold for consumption in the Georgia sales area, and/or base milk produced within the Georgia production area.

E. The term "Producer" means any person who produces, in the production area, milk sold for consumption as fluid milk in the sales area.

F. The term "Contracting Producers" means the Georgia Milk Producers' Confederation, Georgia-Carolina Wholesale Milk Producers Association, Bibb Cooperative Dairy Association (corporations organized and existing under the laws of the State of Georgia) and such producers and associations of producers of milk sold for consumption as fluid milk in the Georgia Sales Area (irrespective of whether any such persons perform any of the services set forth in definition "H"), as may become parties signatory to this Agreement according to the terms hereof.

G. The term "Distributor" means any person who distributes fluid milk for consumption in the sales area.

H. The term "Contracting Distributors" means

1. The Atlanta Milk Dealers Association, Dixie Dairies, Sunshine Creamery, Foremost Dairies, Inc., Augusta Dairies, Inc., Georgia-Carolina Dairies (corporations organized and existing under the laws of the State of Georgia) and such other persons who distribute fluid milk as may become parties signatory to this Agreement according to the terms hereof:

2. Georgia-Carolina Retail Milk Producers Association, the Pure Milk Association, the Georgia Pure Milk League, Georgia Pure Milk League (Muscogee Branch), Wells Dairy, Aiken Retail Milk Producers Association (corporations organized and existing under the laws of the State of Georgia) and such other persons who are producer-distributors and distribute fluid milk as may become parties signatory to this Agreement according to the terms hereof:
3. The following persons engaged in the business of handling fluid milk for consumption in ^{the} Georgia sales area as may become parties signatory hereto according to the terms hereof:
 - (a) Pasteurizers, bottlers, or other processors of fluid milk.
 - (b) Persons distributing fluid milk at wholesale or retail,
 - (1) to hotels, restaurants, stores, or other establishments for consumption on the premises, (2) to stores or other establishments for resale, or (3) to consumers.
 - (c) Persons operating stores or other establishments selling fluid milk at retail for consumption on or off the premises.

I. The term "Georgia Milk Shed" means the territories as set forth in Exhibit "A".

J. The term "Production Areas" means the respective production areas as set forth in Exhibit "A".

K. The term "Georgia Sales Area" means the cities and territories as set forth in Exhibit "B".

L. The term "Sales Areas" means the respective sales areas as set forth in Exhibit "B".

M. The term "Dairy Council" means the respective non-profit associations in the sales areas organized by the contracting producers and contracting distributors for the purpose of securing advertising, educational and other and similar benefits.

1. The Dairy Council for the Atlanta Sales Area shall be made up of twenty-four members selected as follows:
 - (a) 6 members, three from each existing producers' organization,
 - (b) 6 members, three from each existing producer-distributors' organization,
 - (c) 6 members from the distributors' organization,

(d) 6 members, who shall be persons not engaged in the production or distribution of milk, who shall represent the consumers.

From this membership shall be established an executive committee consisting of seven (7) members, two (2) from each group as outlined in (a), (b) and (c) above, and one (1) from the group outlined in (d) above. This Executive Committee shall perform all the duties assigned to the Dairy Council under this Agreement.

2. The other sales areas included in the Agreement shall set up similar councils representing the groups concerned in their respective areas in a like manner. The number of members of the Council may vary in the different areas so long as each group, as above designated, is represented.

M. The term "Milk Board" means the respective non-profit corporations in the sales areas (organized and existing under the laws of the State of Georgia), the respective Boards of Directors of which shall consist of five (5) members; two (2) to be elected by producers' organizations, two (2) by the commercial distributors' organizations, and a fifth member, who shall act as Chairman and represent the consumers, shall be selected by the other four members, provided, however, that said fifth member shall not be actively engaged in the production or distribution of milk.

O. The term "Subsidiary" means any person, of or over whom the contracting distributor has, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

P. The term "Affiliate" means any person which has, either directly or indirectly, actual or legal control of or over a contracting distributor, whether by stock ownership or in any other manner.

Q. The term "Books and Records" means books, records, accounts, contracts, memoranda, documents, papers and correspondence, or other written data pertaining to the business of the person in question.

ARTICLE III

1. The schedule governing the prices at which, the terms and conditions under which, milk shall be sold by the contracting producers and purchased by the contracting distributors for distribution as fluid milk, shall be that set forth in Exhibit "C", which is attached hereto and made a part hereof. The provisions of such schedule may be changed by agreement between the contracting producers and the contracting distributors in any given sales area; provided, however, that such changes shall become effective only upon the written approval of the Secretary.

Payments to Milk Board by producers not members of any co-operative association, and payments to the co-operative associations by the members thereof, made pursuant to Section 6 hereof, shall respectively be deemed a part of the price to producers.

2. The plan or plans governing the marketing of milk shall be as set forth in Exhibit "D", which is attached hereto and made a part hereof. Such plan or plans may be modified by agreement between the contracting producers and the purchasing contracting distributors of any certain sales area, provided, however, that such modified plan shall become effective only upon the written approval of the Secretary.

3. The contracting producers agree that they will not distribute milk or milk products in the Georgia sales area (except to manufacturing plants) as long as the contracting distributors purchase all the milk tendered (except as provided in Section 7 of Exhibit "A") by the contracting producers.

4. The schedule governing prices at which, and the terms and conditions under which, fluid milk shall be distributed and sold by the contracting distributors shall be that set forth in Exhibit "E" which is attached hereto and made a part hereof. The provisions of such schedule may be changed by agreement between the contracting producers and the contracting distributors in any given sales area, provided that any such changes shall become effective only upon the written approval of the Secretary.

5. (a) The contracting distributors agree that they will not purchase milk from any producer not a member of an association of producers (actually rendering services to its members) in any of the respective sales areas unless such producer authorizes the purchasing contracting distributor to pay over to the Milk Board operating in his sales area the same amount per hundredweight of milk purchased which the members of such association of producers are then authorizing contracting distributors to pay over to such association of producers on behalf of its members, and said purchasing contracting distributor shall simultaneously with making payment for milk purchased from any producer not a member of an association of producers, make payment as aforesaid to said Milk Board; provided, however, that such amount shall not exceed six cents per hundredweight of milk purchased.

(b) Each of the respective associations of producers hereby agrees to pay to the Milk Board operating in its sales area on the tenth of each month on behalf of its members the sum of one cent per hundred pounds of all sales of fluid milk made by its members during the preceding month. The purchasing contracting distributors in each of the respective sales areas further severally agree to pay to the Milk Board operating in their sales area on the tenth of each month one cent per hundred pounds of milk sold by them as fluid milk during the preceding month. Each producer who distributes milk or cream in each respective sales area which is produced by him agrees to pay to the Milk Board operating in its sales area on the tenth of each month one cent per hundred pounds of milk sold by him as fluid milk during the preceding month. The aforesaid moneys and a sum of money equivalent to one cent per hundred pounds of milk marketed for distribution as fluid milk by contracting producers who are non members of the association of producers in each sales area, shall be maintained as a separate fund by each of the said Milk Boards to be paid over by said Milk Board to the Dairy Council operating in said sales area. The sum

so paid to each of said Dairy Councils shall be maintained as a separate fund for the purpose of securing to producers and distributors advertising and educational benefits.

(c) Each of the respective associations of producers in each of the respective sales areas agrees to pay to the Milk Board operating in its sales area on behalf of its members the sum of one cent per hundred pounds of milk marketed by its members for distribution as fluid milk. The purchasing contracting distributors in each of the respective sales areas further severally agree to pay to the Milk Board operating in their sales area on the tenth of each month one cent per hundred pounds of milk distributed by them as fluid milk during the preceding month. The aforesaid moneys and a sum of money equivalent to one cent per hundred pounds of milk marketed for distribution as fluid milk by contracting producers who are non-members of the association of producers in each sales area shall be used by the Milk Board operating in their sales area for its necessary office, clerical and operating expenses as required for the efficient administration of the distributors' pool equalization fund, salary of the auditor (as more fully described in Exhibit "D" hereto attached), and the balance of the sum paid to each Milk Board in the respective sales areas by non-members of the association of producers operating in the respective sales areas shall be maintained as separate funds by each Milk Board for the purpose of securing to said non-member producers' credit protection, price equalization on excess milk, testing, check-testing and other benefits similar to those which are secured by members of the associations of producers by virtue of their like payments to said associations of producers.

(d) The contracting producers and the purchasing contracting distributors undertake that respective Dairy Councils and Milk Boards shall dispose of such respective funds for the purposes hereinbefore provided and that said Dairy Councils and Milk Boards shall maintain separate books and records in a form satisfactory to the Secretary, which said books and records shall be subject to the examination of the Secretary during the usual hours of business and said Dairy Councils, Milk Boards and associations of producers shall from time to time furnish to the Secretary such information as the Secretary may require.

6. All contracting producers, not members of associations of producers shall be permitted to become members of the respective associations of producers operating in their respective sales areas on an equal basis with existing members similarly circumstanced.

7. The contracting parties shall severally maintain systems of accounting which shall accurately reflect the true account and conditions of their respective businesses, which shall include any affiliated or subsidiary companies. Their respective books and records (including the books and records of such subsidiary and affiliated companies) shall, during the usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this Agreement, including verification by the Secretary of the information furnished on the forms hereinafter referred to. The contracting producers and the contracting distributors shall severally, from time to time, furnish information to the

Secretary on and in accordance with forms to be supplied by him, each of which reports shall be verified under oath. The Secretary, in his discretion, may permit the omission from any such report any subsidiary or affiliated company. In the event that any association of producers and the Milk Board and the Secretary shall have occasion to collect identical information from the same parties, any association of producers and the Milk Board shall use forms acceptable to the Secretary and arrangements shall be made for triplicate reports to be submitted to the Secretary, the respective association of producers, and the Milk Board. All forms obtained by or furnished to the Secretary, pursuant to this paragraph, shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of the Congress, or any committee thereof, or by any court of competent jurisdiction. The Secretary, however, may combine and publish the information obtained from the contracting parties in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violation of the confidence or trust imposed hereby.

8. The standards governing the production, receiving, transportation, processing, bottling and distribution of fluid milk, shall be those established pursuant to or in accordance with the health laws, ordinances and regulations of the federal, state municipalities, or political subdivisions within which such milk is marketed and/or distributed.

9. The schedule of fair practices set forth in Exhibit "F", which is attached hereto and made a part hereof, shall be the rules of fair practices for the Georgia Sales Area. Such schedule may be changed by agreement between the contracting distributors, in any given sales area, provided that any change shall become effective only upon the written approval of the Secretary.

10. The contracting distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Agricultural Adjustment Administration, Series 1, and General Regulations, Series 3, together with amendments thereto, prescribed by the Secretary and approved by the President, and subject to the terms and conditions not inconsistent with the purpose and effect of this Agreement, and not otherwise.

11. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force until terminated in one of the following ways:

(a) The Secretary may at any time terminate this Agreement as to all parties thereto, or as to all parties thereto as effecting any given sale and production area, by giving at least a one day notice by means of a press release or in any other manner which the Secretary may determine.

- (b) The Secretary may, for good cause shown, at any time, terminate this Agreement as to any party signatory hereto, by giving notice in writing, by depositing the same in the mail and addressed to such party at the address of his last known address.
- (c) The Secretary shall terminate this Agreement upon the request of seventy-five (75%) percent of the contracting producers or seventy-five (75%) percent of the contracting distributors in any given sales area, such percentage to be measured by the volume of milk marketed or distributed respectively, by giving notice in the same manner as provided in subdivision (a) above.
- (d) This Agreement shall in any event terminate whenever the provisions of the Act authorizing it shall cease to be in effect.

12. The benefits, privileges and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges, and immunities conferred by this Agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.

13. The contracting producers and contracting distributors shall use their best efforts to assure the observance of the terms and conditions of this Agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency in each of the respective sales areas as are necessary to:

- (a) Receive complaints as to violations by any contracting producer or contracting distributor of the terms or conditions of this Agreement.
- (b) Adjust disputes arising under this Agreement between contracting producers and/or contracting distributors.
- (c) Make findings of fact which may be published.
- (d) Issue warnings to such persons, and
- (e) Take such lawful measures as may be appropriate; and such agency or agencies, if it or they deem it necessary, shall report its findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

14. This Agreement may be executed in multiple counterparts, which, when signed by the Secretary, shall constitute, when taken together, one and the same instrument as if all such signatures were contained in one original.

15. After this Agreement first takes effect any producer or association of producers of milk for consumption as fluid milk or any distributor of fluid milk, may become a party to this Agreement, if a counterpart thereof is executed by him and by the Secretary. The Agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such new contracting party.

16. If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstance or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

17. Nothing herein contained shall be construed in derogation of the right of the Secretary to exercise any powers granted him by the Act, and, in accordance with such powers, to act in the premises whenever he shall deem it advisable.

18. The Secretary may name any person to act as his agent in connection with any of the provisions contained herein to be performed by the Secretary.

19. This Agreement confers no exemption from the anti-trust laws and does not make lawful any acts otherwise unlawful, excepting as provided in the Act to the extent necessary to accomplish the purposes of this Agreement.

IN WITNESS WHEREOF the contracting producers and the contracting distributors acting under the provisions of the Agricultural Adjustment Act for the purposes and for the limitations herein contained and not otherwise have hereunto set their respective hands and seals.

WHEREAS, it is provided by Section 8 of the Agricultural Adjustment Act, approved May 12, 1933, as amended, as follows:

"Section 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power --

"(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling, in the current of interstate or foreign commerce of any agricultural commodity or product

thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the anti-trust laws of the United States, and any such agreement shall be deemed to be lawful: Provided, That no such agreement shall remain in force after the termination of this Act"; and

WHEREAS, due notice and opportunity for hearing to interested parties has been given pursuant to provisions of the Act, and the regulations issued thereunder; and

WHEREAS, it appears after due consideration that this is a marketing agreement between the Secretary and persons engaged in the handling of milk and its products within the meaning of said section in the current of interstate commerce; and

WHEREAS, it appears after due consideration that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement will

- (a) establish and maintain such balance between the production of milk in the Georgia Milk Shed and consumption of such milk and its products in the Georgia Sales Area, and such marketing conditions therefor as will re-establish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and
- (b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is possible in view of the current consumptive demand in domestic and foreign markets; and
- (c) protect the consumer's interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumer's retail cost for such agricultural commodity or products derived therefrom which was returned to the farmer above the percentage which was returned to the farmer in the prewar period August 1909-July 1914; and

WHEREAS, I herewith give notice that

- (1) the terms and conditions of this Agreement are agreed to as reasonable only in the light of conditions now prevailing in the Georgia Milk Shed and are not to be regarded as precedents for marketing agreements for other milk sheds or for future marketing agreements for the Georgia Milk Shed; and

(2) The Secretary reserves the privilege of approving a blanket marketing agreement, pursuant to Section 8 (2) of the Act, for all milk sheds, which blanket marketing agreement may make specific modifications for any particular designated milk shed to conform to the conditions then prevailing in such milk shed.

NOW, THEREFORE, I, Henry A. Wallace, the Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Agreement under my hand and the official seal of the Department of Agriculture, in the City of Washington, District of Columbia, on this _____ day of _____ 1933; and pursuant to the provisions hereof, I declare this Agreement to be effective on and after 12:01 A. M., Eastern Standard Time _____, 1933.

Secretary of Agriculture.

EXHIBIT A

GEORGIA MILK SHED PRODUCTION AREA

All producers whose farms are located in the counties listed below shall be considered part of the Georgia Milk Shed within their respective production areas:

(1) ATLANTA PRODUCTION AREA:

Brooks	Fayette	Lamar	Rockdale
Butts	Fulton	Meriwether	Spalding
Clayton	Greene	Monroe	Talbot
Cobb	Gwinnett	Morgan	Taylor
Coweta	Harris	Newton	Troup
Crawford	Henry	Pike	Upson
DeKalb	Jasper	Putnam	Walton
Douglas			Wilkes

(2) AUGUSTA PRODUCTION AREA:

Richmond	McDuffie	Columbia	Aiken (S. C.)
			Edgfield, (S. C.)

(3) COLUMBUS PRODUCTION AREA:

Muscogee	Stewart	Randolph	Lee County, Ala.
Chattahoochee	Webster	Terrell	Russell Co., Ala.
Marion	Sumter	Schley	Quitman

(4) MACON PRODUCTION AREA:

Jones	Baldwin	Washington	Pulaski
Troutlen	Bibb	Johnston	Dooley
Wheeler	Twiggs	Peach	Laurens
Telfair	Buckley	Dodge	Houston
			Macon

(5) All other producers whose farms are located within the State of Georgia and who are now delivering milk to any of the sales areas.

E X H I B I T B

GEORGIA SALES AREA

The Georgia Sales Area shall include the following Sales Areas described herein for each respective area, together with all of the territory lying within the boundary lines designated herein.

(1) The term "Atlanta Sales Area" means that territory (which includes the City of Atlanta, Georgia) lying within the following boundary lines:

Beginning at a point known as Cooks Crossing, Georgia, lying at the intersection of the Newman and Atlanta Highway, with the old National Highway; thence in a westerly direction to a point marked by Land Lot No. 151 in the old 9th District of Campbell County; thence in a northerly direction along the old Campbell-Fulton County Line extended to its intersection with the Chattahoochee River; thence in a northeasterly direction along the southern bank of said river to the point where the Dixie Highway crosses said river; thence northwesterly along the Dixie Highway including the territory lying 500 yards adjacent to each side of said highway to and including the territory lying within the city of Marietta, Georgia; thence from the northern city limits of Marietta, Georgia, in an easterly direction along a straight line to a point marked by Johnson's Ferry Bridge on the Chattahoochee River; thence in a southeasterly direction along a straight line to a point marked by Chamblee, Georgia; thence in a southeasterly direction to a point marked by Clarkston, Georgia; thence in a southwesterly direction to the junction of Candler and Flat Shoals Roads known as Panthersville, Georgia; thence in a southwesterly direction to the southeast corner of the Fulton County line; thence in a westerly direction to the point of beginning, known as Cooks Crossing, Georgia.

(2) The term "Augusta Sales Area" means that territory (which includes the city of Augusta, Georgia) lying within the following boundary lines:

(a) Boundary on the Georgia Side of the Savannah River:

Starting at Savannah River follow McBean Creek to the Louisville Road; thence follow Louisville Road to Bath Road. Thence Bath Road to Pine-Tucky Road; thence Pine Tucky Road to Club Road. Thence Club Road to Columbia-Richmond County line; thence County line north to Georgia Railroad Crossing; thence Georgia Railroad to Wrightsboro Road at Grovetown; thence Wrightsboro Road to Uchee Creek; then Uchee Creek to the Savannah River.

(b) Boundary on the South Carolina Side of the Savannah River:

Starting at the Savannah River follow Edgefield-Aiken County line northeast to State Highway #19; follow the State Highway #19 to City Limits of Aiken, S. C. and excluding City of Aiken, follow Aiken City limits to Whiskey Road; thence following Whiskey Road to head waters of Dry Branch (sometimes called Little Hollow Creek); thence following Dry Branch and Hollow Creek to the Savannah River.

(3) The term "Columbus Sales Area" means that territory (which includes the city of Columbus, Georgia) lying within the following boundary lines:

All of the Muscogee County, Georgia, that portion of Chattahoochee County, Georgia, within the Fort Benning Reservation and those parts of Lee and Russell Counties, Alabama, adjacent to Columbus, Georgia, and bounded by the following lines beginning at a point approximately fifteen (15) miles from Columbus, Georgia, on the Chattahoochee River, where the North Boundary Line of Township 19 intersects with the Chattahoochee River, running thence to the west to the intersection of this line with the West Boundary Line of Range 29; thence South on West Boundary Line of Range 29 to the South Boundary Line of Township 19; thence West on South Boundary Line of Township 19 to intersection of this line with West Boundary Line of Range 28; thence south along the West Boundary Line of Range 28 to the intersection of this line with the South Boundary Line of Township 16; thence East along the South Boundary Line of Township 16 to the intersection of this line with the East Boundary Line of Range 28; thence South along the West Boundary Line of Range 28 to the intersection of this line with the South Boundary Line of Township 15; thence East along the South Boundary Line of Township 15 to the Chattahoochee River at a point approximately (15) fifteen miles south of Columbus.

(4) The term "Griffin Sales Area" means that territory (which includes the city of Griffin, Georgia) lying within the boundary lines of Spaulding County, Georgia.

(5) The term "Macon Sales Area" means the territory (which includes the City of Macon, Georgia) lying within the following boundary lines:

Beginning at but not including the town of Lorane, Georgia; thence on a straight line to the Danes Ferry, Georgia; thence on a straight line to but not including Wayside, Georgia; thence on a straight line but not including Haddock, Georgia; thence on a straight line but not including Lewiston, Georgia; thence on a straight line but not including Fitzpatrick, Georgia; thence on a straight line but not including Bullards, Georgia; thence on a straight line to but not including Wellston, Georgia; thence on a straight line to but not including Byron, Georgia; thence on a straight line to but not including Noran, Georgia; thence on a straight line to but not including Lorane, Georgia, the original point of beginning.

EXHIBIT C

PRICES TO BE PAID PRODUCERS

1. Prices to be paid to each producer shall be determined with reference to Exhibit D hereof, which sets up a definite quantity of milk known as "base."

2. For the purpose of determining prices on the bases of usage, distributors' sales shall be classified as follows:

Class 1 Milk All fluid whole milk, bottled and bulk, sold by contracting distributors, at wholesale or retail, for human consumption as fluid milk.

Class 2 Milk All fluid milk required for separation to produce all the fluid sweet cream, bottled and bulk, sold by contracting distributors as cream, at wholesale or retail, for human consumption as cream.

Class 3 Milk All milk delivered to contracting distributors in excess of the total amount of Class 1 and Class 2 milk.

3. All milk shall be received and paid for by weight and by test.

4. Contracting distributors shall pay producers or associations of producers shall account for milk handled for their members at the following prices f.o.b. the distributor's plant:

Prices per cwt.

	Atlanta	Augusta, Ga.	Plus or minus fat differential for each 1/10% fat above or below 4%
Class 1 Milk	\$2.50	\$2.62	4¢
Class 2 Milk	\$1.50	\$1.86	4¢
Class 3 Milk	The average of daily quotations during the accounting period, issued by the U.S.D.A., Bureau of Agricultural Economics, (which is the butterfat value per pound fat) times the butterfat content of the milk delivered during such accounting period, then add 20¢ for the price per cwt.		

In the case of base milk being diverted to a surplus plant within any production area which is located beyond the defined limits of sales area, such milk shall be paid for at the market prices less the difference between standard hauling charge to the sales area and such surplus plant.

The foregoing prices of Class 1, 2, and 3 milk shall be subject to deductions for payments to the Milk Boards and to the associations of producers operating in the respective sales area made pursuant to Article III, paragraph 6 of this Agreement.

5. Payments by contracting distributors for all milk received during the first half of any month shall be made not later than the 25th day of the same month and similarly, the payments for milk delivered during the last half of any month shall be made not later than the 10th day of the following month.

6. No contracting distributor shall purchase any milk or cream from a producer who distributes milk or cream which is produced by said producer, except at the price paid for Class 3 milk.

7. The contracting distributors shall purchase all the milk, (provided it meets all the health requirements provided for in this Agreement) tendered by all producers within the respective production areas who have established bases except such milk as any contracting association of producers may cause to be delivered to a surplus milk plant operated by such association for its members. At least thirty days before January 1, May 1, or September 1 in any year, any producers' association shall arrange with the distributors as to the quantity of surplus milk to be handled by distributor plants for the four month periods starting at the above dates.

EXHIBIT D

MARKETING PLAN

As used in this exhibit, the words "producers" and "distributors" means both contracting producers and contracting distributors, respectively, as defined in this Agreement.

As used in this exhibit, "equalization fund" means the fund into which distributors shall make the payments provided for in this exhibit.

Producers who distribute only milk produced by themselves and who sell no part thereof to distributors, except at Class 3 prices set forth in Exhibit C, shall not be subject to the provisions of this exhibit.

Any producer who does not have an established base will be allowed to distribute milk after the effective date of this Agreement only upon the condition that such producer first obtain a certificate of necessity stating that marketing conditions permit the issuances thereof from the Milk Board operating in his sales area entitling him to a base and to distribute milk pursuant to same, by making due written application to said Milk Board upon forms supplied by said Milk Board. A Certificate of necessity shall be issued to such a producer only upon the condition that such applicant become a party signatory to this Agreement. In the event that such a producer is denied a certificate of necessity after having made such written application to said Milk Board, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary.

As used in this exhibit, "base period" shall mean the period from January 1, 1933 to August 31, 1933.

As used in this exhibit, "intermediate producer" shall mean a producer in any production area who commences to make deliveries in any sales area (or to a surplus plant within the Georgia Milk Shed which is operated on behalf of producers by any association of producers) after the date of September 1, 1933, but before the effective date of this Agreement.

A. Method of establishing basic quantities.

1. The base for each producer who delivered milk to the Georgia Sales Area (or to a surplus plant within the Georgia Milk Shed which is operated on behalf of producers by any association of producers) during the base period, or any part thereof, and who was delivering milk on the effective date of this Agreement, shall be determined by applying to his average daily deliveries of milk during the base period (or such part thereof during which he may have delivered milk). The percentage which the average daily total sales of Class 1 and Class 2 milk within the sales area during the base period is of the average daily total deliveries of milk to distributors and/or to associations of producers by all producers within the production area during the base period.

2. The bases so determined shall go into effect on the effective date of this Agreement, and shall continue in effect for the calendar year 1934.

The contracting producers and the contracting distributors shall, by agreement, provide for a method for establishing bases thereafter, subject to the approval of the Secretary.

3. All intermediate producers shall be given a base equal to 45 per cent of their average daily deliveries of milk during the first 90 days of such deliveries.

4. The establishment of bases pursuant to this article shall be made by the Milk Boards in the respective sales area and/or production area in which they function.

5. Any new producer (the term "new producer" as used in this agreement shall be deemed to mean such producer who commences to sell milk within the Georgia sales area after the effective date of this Agreement) will be allowed to establish a base as hereinafter provided, and to sell milk on the basis of such established base quantity only if such new producer first obtain a certificate of necessity stating that marketing conditions permit the issuance thereof from Milk Board operating in his sales area entitling him to a base and to sell milk pursuant to same, by making due written application to said Milk Board upon forms supplied by said Milk Board. In the event that any such new producer is denied a certificate of necessity after having made such written application to said Milk Board, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary. In the event that a certificate of necessity is issued to a new producer his established base shall be equal to 40 percent of his average production for the first 3 months, after which his base shall be determined by taking the average daily production for that 3-month period and subtracting from it the average percentage of Class 3 milk on the whole market during that 3-month period.

6. Producers changing from one distributor to another may retain their same bases, provided permission is obtained from the Milk Board operating in the area by at least 15 days before the change is made.

7. A tenant renting a farm may transfer his base from farm to farm with the established herd.

8. Farms which are rented for cash and have no established base will be entitled only to the established base of the tenant. Farms rented on shares will be entitled to all the base only, if the landowner owns the entire herd. Where cattle are owned jointly, the base will be divided according to the ownership of the cattle.

9. The established bases of the landlord and the tenant may be combined. When the landlord and tenant separate, the combined base will be divided according to the proportion of ownership of the herd.

10. An established base can be transferred only with an entire herd, where sale and transfer is made to one party at one transaction and herd moved to buyer's farm and operated thereon for a period of 6 months consecutively following the date of transfer. In each transfer at least as many cows of producing age as made the base must be transferred under the above conditions, except that not more than 2 cows for family use may be retained if producing

herd is greater than 10 cows, only 1 cow if herd consists of 10 cows or less. Where the above conditions are not strictly complied with the base will revert back to the Milk Board operating in the area for reallocation.

11. Where a herd is dispersed due to the State or Federal test for tuberculosis or contagious abortion, or due to an act of God, the herd must be replaced within 90 days if base is to be retained by a producer.

12. Any producer who shall voluntarily stay off the market for a period of 60 days shall forfeit his base to the Milk Board operating in his sales area for reallocation.

13. Producers whose average daily shipment for any 3 consecutive months, except June, July and August, does not equal 80 percent of their established base will thereby establish a new base equal to their average daily shipment for said 3 months.

14. Producers lose all rights to an established base where base is transferred or if not retained by him under these rules.

15. Excesses over bases may be kept at home, provided these excesses do not come into the market in competition with base milk. If an excess over base comes into the market in competition with base milk, the entire base must be surrendered, provided, that this practice does not cease immediately after notice in writing by Milk Board (operating in the effective area).

B. Method of administration of distributors' pool and equalization fund.

For the purpose of this Article the word "distributor" shall include any association of producers which operates a surplus plant in any production area.

1. The administration of the so-called "distributors' pool" and the equalization fund in each sales area shall be by a certified public accountant, hereinafter termed "auditor", who shall be retained by each Milk Board and subject to its general supervision.

2. Said auditor shall use the following general method in computing the distributors' pool:

(a) Each distributor shall furnish to the auditor, on or before the 5th of each month a report or reports showing the total quantity of milk (measured in hundred weight) and the weighted average butterfat test thereof as delivered to said distributor from the 15th day to the end of the previous month. Similar data shall be furnished for period from the 1st to the 15th day of each month not later than the 20th day of said month.

(b) Each distributor shall likewise furnish the figure of the total quantity of fluid milk sold or used by him during each 15-day period in the various classes of fluid milk as set forth in exhibit C, supra. The total cost of the fluid milk delivered to and sold or used by all distributors during said period shall be determined by multiplying the total quantity of milk (measured in hundredweight) as sold or used in each of the various classes of fluid milk

as described above in exhibit C, by the respective Class 1, Class 2, and Class 3 prices for such fluid milk, subject, however, to deductions for payment to Milk Board and association of producers operating in the respective areas made pursuant to Article III, paragraph 6, of this Agreement.

(c) Each distributor shall likewise furnish a complete list of the producers from whom he purchased milk during said period, together with the total quantity of milk (measured in hundredweight) and the butterfat test thereof, as purchased by said distributor from each of said producers.

(d) The payment which each distributor shall make to each producer for milk delivered during said period shall be determined by the auditor as follows: (1) He shall arrive at the total bases of all producers (in hundredweight). In the event that a producer's delivery of milk in any given period is less than his established base, the amount of milk delivered in that period by said producer shall be considered his base for that given period. (2) He shall divide the total quantity of milk (in hundredweight) as reported by all distributors as Class 1 milk by the total bases (in hundredweight) of all producers. He shall then report said percentage of base to each distributor and said percentage of each producer's base is to be classified and paid for as Class 1 milk as set forth in exhibit C. (3) He shall divide the total quantity of milk (in hundredweight) as reported by all distributors as Class 2 milk by the total base (in hundredweight) of all producers. The milk delivered by each producer in excess of his Class 1 and Class 2 amounts as calculated for the 15-day period shall be classified as Class 3 milk. (4) He shall multiply class 2 milk by the Class 2 price; he shall likewise multiply Class 3 milk by the Class 3 price.

3. Said auditor shall use the following general method in computing the equalization fund.

(a) The auditor shall mail to each distributor not later than the 8th and 23d day of each month a statement for each 15-day period showing the difference between the total money to be paid to the producers by said distributor and the total value of the classifications of milk as delivered to or used by said distributor. If the computed cost of such milk is greater than the total money to be paid by said distributor to his producers, such difference shall be paid by said distributor to the auditor of the equalization fund not later than the 15th or 1st day of each month to cover the respective 15-day period involved. The auditor shall prorate such moneys to such distributors as shall have paid to their producers a total amount of money greater than the total computed cost of milk purchased by such distributors during each respective 15-day period.

(b) Distributors shall keep adequate books and records disclosing all of the facts and information required by the auditors, in order that said auditor may upon an audit determine sales, movements out of plants and manufacturing records of all milk in its various classifications. Any discrepancies found in the aforesaid monthly reports of purchases and sales or usage shall be adjusted when the next period's computations are made.

EXHIBIT E

PRICE SCHEDULE FOR CONTRACTING DISTRIBUTORS' SALES

(a) Sales of the following articles in the Georgia sales area made by distributors shall be at the prices hereinafter set forth, except that special brands or guaranteed milk sold in the customary way by established producers or distributors to meet a select demand may be sold at prices that prevailed since June 21, 1933, and prior to the effective date of this Agreement sales of the articles listed below in bottles shall be made only in bottles of the size specified, and where a grade and/or percentage of butterfat content is specified, only at the specified grade and/or percentage of butterfat content.

(b) It shall not be deemed a violation of this Agreement to add to the selling price of any article or articles hereinafter in the exhibit specified, any sales or occupational taxes imposed by the laws of any State, if permitted by such laws, but any such additions shall be uniform as to all contracting distributors.

(c) Sales to any public unemployment relief agency may be made at prices less than those set forth in the foregoing schedule.

(d) Stores and markets as defined in paragraph (e) below are to sell all the products listed below at not less than the prices listed in the retail price schedule.

(e) The prices listed in the wholesale price schedule shall apply in connection with sales of the articles as listed below:

To stores, markets, and other places where milk is resold in its original container for consumption other than on the premises, and where such places have a license to handle milk, if any such license is required by the municipality in which said articles are sold.

To restaurants, drug stores, confectioneries, hotels, clubs, and other places where said articles are used and/or consumed on the premises, and where such a place has properly complied with licensing requirements, if any, of the municipality in which it is situated.

To governmental and charitable institutions, public and parochial schools and hospitals.

(f) The contracting distributors shall charge all wholesale customers a deposit of 3¢ on each bottle delivered and allow a credit of 3¢ on each bottle returned.

(g) Sales of the following articles in containers shall be made only in containers of the sizes specified, and where a butterfat content is specified only at the specified percentage.

	Retail		
	Wholesale Cents	Minimum Cents	Minimum Cents
Milk Bulk			
In full 8 or 10 gal. cans	36 gal.	--	--
In split cans	38 "		
Milk or Chocolate Milk (Bottles)			
Quarts	10.5	12	13
Pints	6	7	8
Third Quarts	5.25	-	-
Half Pints	4	5	5
Certified Milk			
Quarts	18	20	-
Pints	10	12	-
Half Pints	8	9	-
Buttermilk (Cultured or churned) or Skimmed Milk			
Gallons (Bulk)	20	-	-
Quarts	7	8	9
Pints	4	5	6
Half Pints	3	-	-
Cream Sweet			
Bulk			
6¢ per point butterfat per gallon in 8 gal. lots or over			
7¢ per point butterfat per gallon in less than 8 gal. lots			
Sweet Cream (Bottled)			
Approximate 20% butterfat			
Quarts	35	42	45
Pints	19	22	24
Half Pints	10	12	13
Approximate 30% butterfat			
Quarts	55	60	62
Pints	29	33	35
Half Pints	15	17	18
Sour Cream			
Quarts	35	42	45
Pints	19	22	23
Half Pints	10	12	14
Creamed Cottage Cheese			
Bulk (per pound)	15	-	-
Pound Packages	18	20	-
8 6z. "	10	12	-

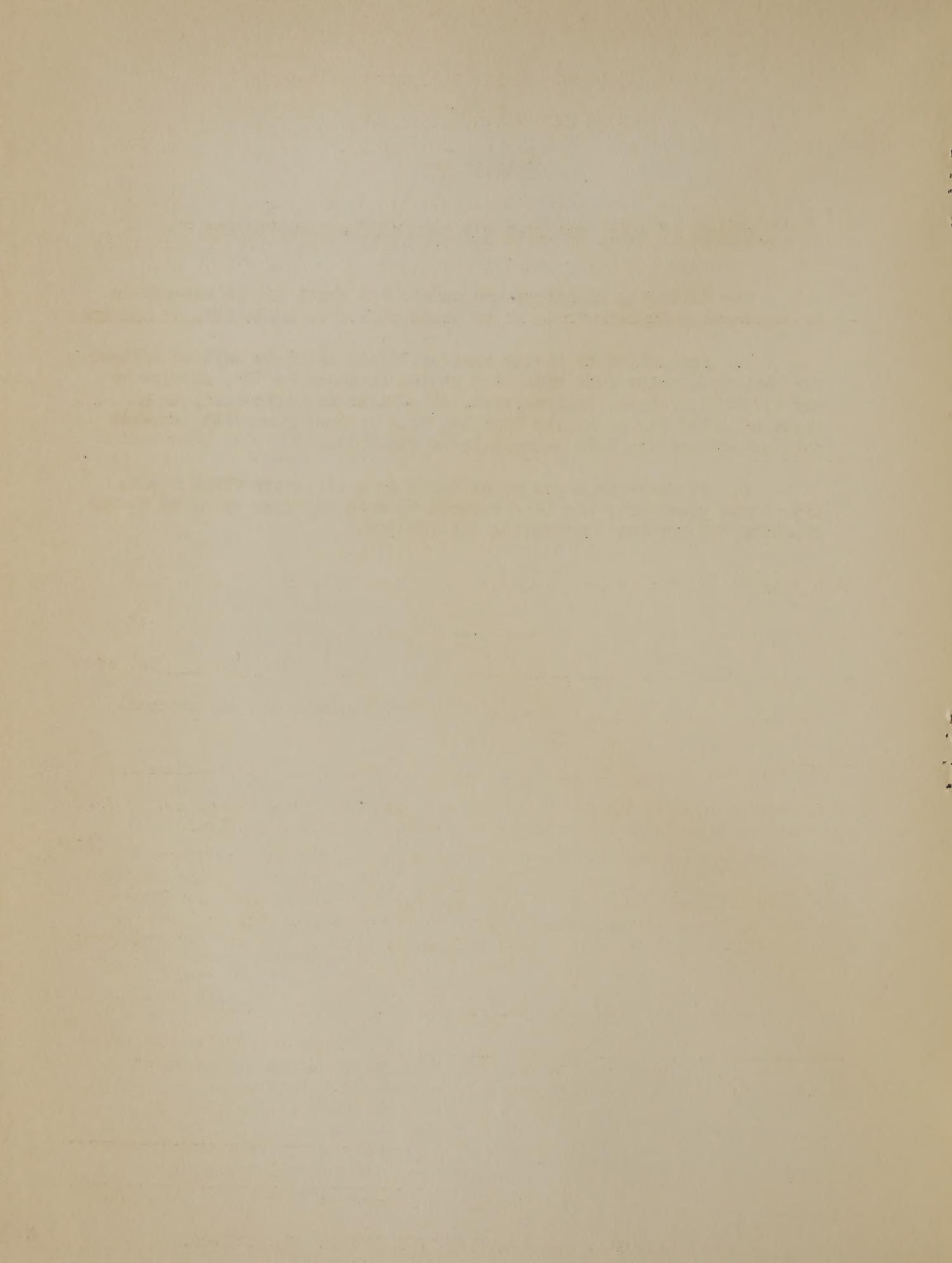
Since the Aiken, South Carolina, sales area is a resort, operating with a peak load only during the four winter months, from November 15, December, January, February to March 15, distributors in this area may, during said period, sell at prices not to exceed five (5¢) cents per quart higher than those established in this schedule, provided, however, that said increased price during said period shall be rebated to the producers to the extent of fifty (50) percent therof.

EXHIBIT "F"

SCHEDULE OF FAIR PRACTICES FOR CONTRACTING DISTRIBUTORS

The following practices are unfair and shall not be engaged in by contracting distributors, or by their officers, employees, or agents:

1. Any method or device whereby "fluid milk" is sold or offered for sale at a price less than that stated in Schedule "E", whether by any discount, rebate, free service, or advertising allowance, or a combined price for such milk together with another commodity, whether sold or offered for sale separately or otherwise.
2. To place an employee or agent in a territory which within six months previously has been covered by said employee or agent in any capacity for another contracting distributor.



AUTHORIZATION TO CORRECT TYPOGRAPHICAL ERRORS

TO BE EXECUTED BY ALL SIGNERS

We, the undersigned, hereby authorize B. B. Derrick to consent on our behalf to the correction of any typographical errors which the Agricultural Adjustment Administration may consider it advisable to make in the Marketing Agreement for Milk, Georgia Milk Shed.

Date

Firm Name

By

Name

Title -- SEAL
(If corporation)

Corporations only

CERTIFICATE OF RESOLUTION

At a duly convened meeting of the Board of Directors of

held at

on the _____ day of

_____, 1933, the following resolution was adopted.

RESOLVED, that _____

shall become a party to the Marketing Agreement for Milk, Georgia Milk Shed, as read and explained to the meeting, and it is further Resolved, that

(title)

and _____ (title), be and hereby are authorized and directed to sign, execute and deliver a counterpart of the said Agreement attached hereto, to the Secretary of Agriculture, together with an authorization, naming B. B. Derrick to correct typographical errors.

I, _____

Secretary of

_____ do hereby certify that this is a true and correct copy of a resolution adopted at the above named meeting, as said resolution appears in the minutes thereof.

Address of firm.

SEAL

AND SEAL AT SIGNATURE LINE IN BODY OF CONTRACT.

